

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAFAEL FOX, PAUL D'AURIA and JILL
SHWINER,

Plaintiffs,

-against-

STARBUCKS CORPORATION d/b/a
STARBUCKS COFFEE COMPANY,

Defendant.

AFFIDAVIT OF CARLA RUFFIN

No. 19 Civ. 4650 (AJN) (SN)

STATE OF TEXAS)
 : SS:
COUNTY OF _____)

CARLA RUFFIN, being duly sworn, deposes and states the following:

1. I was a Regional Director of Operations of the New York Metro area for Starbucks Corporation ("Starbucks") from June 2014 until my retirement in 2019.
2. During this time, I oversaw District Managers who, in turn, oversaw store managers in my area of responsibility, which included the Starbucks stores located at Broadway and Canal Street and West Broadway and Leonard Street, New York, New York.
3. During this time, around late 2017, a District Manager brought to my attention that a store manager named William at West Broadway and Leonard was engaged in time manipulation, which resulted in underpayment of wages to store employees.
4. The District Manager conducted the investigation of the suspected time manipulation.
5. The District Manager, a Partner Resources Manager, and I discussed the findings of the investigation, after which I made the final decision to terminate the store manager for time manipulation.

6. I decided to terminate the store manager because, as Regional Director, I had a zero-tolerance policy for time manipulation. The store manager's conduct violated Starbucks policies and the law. Time worked equals time paid. Due to concerns with the store manager's lack of integrity and the continuing risk that store employees were not being properly paid as a result of his conduct, I determined to terminate his employment with Starbucks.

Dated: Austin, Texas
January __, 2021

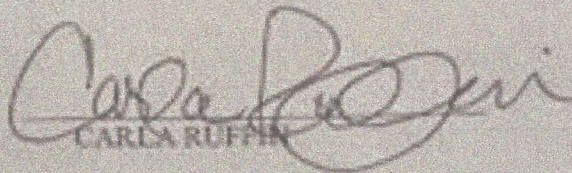
CARLA RUFFIN

Sworn to before me this ____ day of
_____ 2021

NOTARY PUBLIC

6. I decided to terminate the store manager because, as Regional Director, I had a zero-tolerance policy for time manipulation. The store manager's conduct violated Starbucks policies and the law. Time worked equals time paid. Due to concerns with the store manager's lack of integrity and the continuing risk that store employees were not being properly paid as a result of his conduct, I determined to terminate his employment with Starbucks.

Dated: Austin, Texas
January 13, 2021


CARLA RUFFIN

Sworn to before me this 13th day of
January 2021


NOTARY PUBLIC

